UNOFFICIAL COPY

PREPARED BY: THE NORTHERN TRUST COMPANY

RECORD AND RETURN TO: THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A 50 SOUTH LASALLE STREET CHICAGO, ILLINOIS 60603



Doc#: 1606016054 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/29/2016 02:52 PM Pg: 1 of 4

MORTGAGE MODIFICATION AGREEMENT

"this "Agreement") dated as of February The Northern TR This Mortgage Modification / greenent (this "Agreement") dated as of FEBRUMRY 10 . 20 16 is between and among Ronald G. Hayden ("Borrower"), and THE NORTHERN TRUST COMPANY ("Lender").

WHEREAS, Lender had previously made a loan (the "Loan") to Borrower and Karen M. Hayden, Borrower's former spouse (collectively, Existing Debtors") in the principal amount of Two Hundred Ninety Three Thousand and 00/100 Dollars (\$293,000,000), and Existing Debtors executed and delivered to Lender a note evidencing the Loan (the note, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Note") dated February 18, 2003;

WHEREAS, Existing Debtors executed and delivered to Lender a mortgage (the mortgage, together with any and all riders and attachments thereto, as and if proviously modified or amended, the "Mortgage") dated February 18, 2003, and recorded in the Office of the Recorder of Deeds of COOK COUNTY, ILLINOIS (the "Recorder"), on April 10, 2003 as Document Number 00? 04c1074 and modified by a Mortgage Modification Agreement dated July 16, 2010 and recorded with the Recorder `on August 2, 2010 as Document Number 1021426087 which Mortgage secures the Note and conveys runn mortgages real estate located at 3426 N. Marshfield, Chicago, IL 60657, COOK COUNTY, ILLINOIS, identified by P.I.N.: 14-19-416-033-0000, together with all fixtures and improvements thereon, legally described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, Karen M. Hayden conveyed and quit claimed her entire interest in the Property to Borrower by deed dated May 15, 2015, and recorded by the Recorder of Deeds of Cook County, Illinois on July 6, 2015, as Document Number 1518734081; and

WHEREAS, Lender represents that it is the owner and holder of the Note, and Borrower represents that he/she is the sole owner of the Property and that there are no liens (except for taxes not yet due) or mortgages on the Property, except any in favor of Lender.; and

WHEREAS, the parties hereto wish to modify the terms of the Loan as more particularly described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The recitals above are hereby incorporated herein by reference.

1606016054 Page: 2 of 4

NOFFICIAL (

As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement and such other documents and instruments as Lender may request from time to time (collectively, the "Replacement Documents").

- Effective as of the above-referenced date, the Note is hereby modified such that Karen M. Hayden 3. is released as a borrower from all of his/her duties and obligations under the Note.
- Effective as of the above-referenced date, the Mortgage is hereby modified such that Karen M. Hayden is released as a mortgagor from all of his/her duties and obligations under the Mortgage.
- Borrower hereby agrees and confirms that the Note and Mortgage as modified herein, are and shall 5. be a continuing obligation of Borrower to Lender, and (ii) the lien of the Mortgage shall secure the Note to the same extent as refore the modifications provided for herein.
- The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the Note, the Mortgage, and all other documents evidencing or securing the Loan, are hereby ratified and confirmed, and the Note and Mortgage, except as modified herein, shall stand and remain unchanged and in full force and effect and shall be binding upon Borrower except as changed or modified in express terms by the Replacement Documents.
- This Agreement and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Illinois, and shall be deemed to have been executed in such State. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vise versa, and the use of one gender shall also denote the others. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, personal representatives, successors and assigns, except that Porrower may not transfer or assign its rights or interest hereunder without the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them in the Replacement Documents and Mortgage.

Jteu 10/4/50 IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

BORROWER:

Ronald G. Hayden

MORTGAGEE:

THE NORTHERN TRUST COMPANY, an

Illinois banking corporation

1606016054 Page: 3 of 4

UNOFFICIAL COPY

STATE OF TUINOIS) COUNTY OF (OOK)	
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ROWNO G. HAYDER who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me and acknowledge that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.	
GIVEN under my hand and notarial seal thisday of	
(SEAL) "OFFICIAL GEAL" JAMES T HADD ON Notary Public, State of Illinois My Commission Expires 4/2/20 18	
O _Z	
STATE OF Flines) COUNTY OF COUR)	
I, MTChaul D. Duncon a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Peter J. Kleff- a(n) Sentor Vice President (title) of THE NORTHERN TRUST COMPANY, who is	-
personally known to me to be the same person whose name is subscriber; to the foregoing instrument as such the foregoing instrument as such that the first of the signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.	
GIVEN under my hand and notarial seal this 17th day of Februar 2016	
(SEAL) Notary Public	
OFFICIAL SEAL MICHAEL D DUNCAN Notary Public - State of Illinois My Commission Expires Nov 16, 2017	

1606016054 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LOT 13 AND THE NORTH 24 FEET OF LOT 14 IN BLOCK 6 IN L. TURNERS' RESUBDIVISION OF BLOCKS 1,2,3,4,5 AND 6 IN L. TURNERS' SUBDIVISION OF THE NORTHEAST ½ OF THE EAST ½ OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIFAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N: 14-19-416-033-0000

ARSHFIELL

OF COUNTY CLERK'S OFFICE ADDRESS: 3426 N. MARSHFIELD, CHICAGO, IL 60657